

## Terms of eGrabber Affiliate Program

Updated on September 12, 2017 – [View as HTML](#)

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the eGrabber Affiliate Program (the "Program"). As used in this Agreement, "we", "us", or "our" means eGrabber or any of our affiliate companies, as the case may be, and "you" means the applicant. "eGrabber.com site" means the site that has its primary home page identified by the URL [www.eGrabber.com](http://www.eGrabber.com), and "site" means a World Wide Web site. "Your site" means any site that you will link to the eGrabber.com site (and which you will identify in your Program application). Save for our obligation to pay referral fees under Section 6, which may be performed solely by us, we may cause any of our obligations under this Agreement to be fulfilled by any of our Affiliates (defined below), on our behalf.

### 1. Enrollment in the Program

To begin the enrollment process, you will submit a complete signup form. We will evaluate your application in good faith and will notify you of its acceptance or rejection. Your participation in the program is solely for this purpose: to legally advertise our website to receive a commission on products purchased by your referral individuals.

We may reject your application if we determine (in our sole discretion) that your site is unsuitable for the Program. Unsuitable sites include, but are not limited to, those that:

- promote sexually explicit materials
- promote violence
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- promote illegal activities
- include "eGrabber", any other trademark of, eGrabber.com Inc. or its affiliates, or variations or misspellings of any of them, in their URLs to the left of the top-level domain name (e.g., ".com", ".net", ".uk", etc.) -- for example, a URL such as "eGrabber.mydomain.com", eGrabber.com would be unsuitable
- otherwise violate intellectual property rights.

By participating in the Program you agree that you will not engage in any such activities. If we reject your application, you are welcome to reapply to the Program at any time. You should also note that if we accept your application and your site is thereafter determined (in our sole discretion) to be unsuitable for the Program, we may terminate this Agreement. Participation in the Program is limited to parties that lawfully can enter into and form contracts under applicable law. For example, minors are not allowed to participate in the Program.

### 2. Revocation of Affiliate Status

Your affiliate application and status in the program may be suspended or terminated for any of the following reasons:

- Inappropriate advertisements (False claims, misleading hyperlinks)
- Spamming (mass email, mass newsgroup posting, etc...)
- Advertising on sites containing/promoting illegal activities
- Violation of intellectual property rights.

### 3. Affiliate Links

You may use graphic and text links both on your website and in emails. You may use the graphics and text provided to you by us, or you may create your own as long as they are deemed appropriate according to the conditions in 1 & 2.

### 4. Affiliate Tracking

When a web surfer clicks through your affiliate link, a cookie is set in their browser that contains your affiliate username. Also, their IP address is tracked in the database along with your affiliate name. When this person decides to buy a product, the script will look for this cookie and/or try to match their IP address to identify the affiliate who will be awarded the commission. Visitors sent through your affiliate link may make a purchase later in time and the commission will still be awarded if the cookie is present in their browser and/or they are using the same IP address as the one logged in the database.

### 5. Signup Bonuses / Credits

Upon signing up with our program, you may or may not receive signup bonuses or credits to your affiliate account. These can amount to some form of cash equivalent. These signup bonuses or credits will only be paid out when you have reached the minimum payout amount designated by our Affiliate Program. You cannot redeem these credits for anything else other than what they are, and will not be dispersed until you have generated enough commissions that is equal or greater than the minimum payout amount. If you do not generate any commissions at all within a period of 1 year, our company reserves the right to revoke and cancel any signup bonuses credited to your affiliate account due to lack of performance.

Download commission of \$1 per download is applicable only for qualified downloads and are subject to a cap of \$2,500 per calendar month.

## 6. Order Processing

We will process Product orders placed by customers who follow Special Links from your site to the egrabber.com Site. We reserve the right to reject orders that do not comply with any requirements that we periodically may establish. We will be responsible for all aspects of order processing and fulfillment. Among other things, we will prepare order forms, process payments, cancellations, and returns, and handle customer service. We will track sales made to customers who purchase Products by using Special Links from your site to the egrabber.com Site and will make available to you reports summarizing this sales activity. The form, content, and frequency of the reports may vary from time to time in our discretion.

## 7. Referral Fees

For a product sale to be eligible to earn a referral fee, the customer must click through the affiliate link from your site to egrabber.com site. The customer should buy the product through shopping cart from the same system as the initial click-through. In addition, you may not: (a) directly or indirectly offer any person or entity any consideration or incentive (including, without limitation, payment of money (including any rebate), or granting of any discount or other benefit) for using Special Links on your site to access the egrabber.com Site (e.g., by implementing any "rewards" program for persons or entities who use Special Links on your site to access the egrabber.com); (b) read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person or entity; (c) in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of the egrabber.com Site; (d) make any orders or subscription requests, or engage in other transactions of any kind on the egrabber.com Site on behalf of any third party, or authorize, assist, or encourage any other person or entity to do so; (e) take any action that could reasonably cause any customer confusion as to our relationship with you, or as to the site on which any functions or transactions (e.g., search, order, browse, and so on) are occurring; (f) other than providing Special Links on your site in accordance with this Agreement, post or serve any advertisements or promotional content promoting the egrabber.com Site or otherwise around or in conjunction with the display of the egrabber.com Site (e.g., through any "framing" technique or technology or pop-up or pop-under windows), or assist, authorize, or encourage any third party to take any such action; (g) attempt to circumvent the referral fee schedule or artificially increase your referral fees (e.g. by intentionally featuring, purchasing or requesting or encouraging any third party to purchase low-price items offered on the egrabber.com Site (as determined by us) for the purpose of exceeding any referral fee threshold or by causing any page of the egrabber.com Site to open in a customer's browser other than as a result of the customer clicking on a Special Link on your site); (h) attempt to intercept or re-direct (including, without limitation, via user-installed software) traffic from or on, or divert referral fees from, any web site that participates in the Program; or (i) seek to purchase or register any keywords, search terms or other identifiers that include the word "egrabber" or variations thereof (for example "egrabber", "egraber", etc.) ("Proprietary Terms") for use in any search engine, portal, sponsored advertising service or other search or referral service. From time to time we may request that you cause any applicable Web search provider to exclude Proprietary Terms from keywords used to display your advertising content in association with search results, assuming the provider of such Web search engine offers such exclusion capabilities. If we determine, in our sole discretion, that you have engaged in any of the foregoing activities or, as the case may be, refused promptly to comply with a request from us to exclude Proprietary Terms from any keyword as mentioned above, we may (without limiting any other rights or remedies available to us) withhold any referral fees otherwise payable to you under this Agreement and/or terminate this Agreement.

## 8. Referral Fee Schedule

During each calendar month, for Products sold during sessions initiated through Special Links on your site, you will earn (subject to the other terms of this Agreement) referral fees. The normal referral fee for sales of eGrabber products & Services will be 15% of the amount paid to eGrabber by the referral customer. AddressGrabber & ListGrabber sales will get a referral fee of 20% of the amount paid to eGrabber by the referral customer.

## 9. Referral Fee Payment

We will pay you referral fees on a monthly shipped in the applicable month. Approximately 60 days following the end of each calendar month, we will either (a) send you a check for the referral fees earned or (b) directly deposit the referral fees earned into your bank account (if you want us to use this method of payment, please note that you will have to provide us with the name of your bank, the bank account type, the 9-digit routing number/ABA number, the account number and the primary account holder name as it appears on the bank account. We are obligated by U.S. federal law to obtain tax information from Program participants who are U.S. citizens, U.S. residents or U.S. corporations and from Program participants who are not U.S. citizens or residents but whose businesses are taxable in the U.S. If we believe you are a Program participant from whom we are obligated to obtain tax information and you do not provide this information to us after we have requested it, we may withhold your referral fee payments until you provide this information or otherwise satisfy us that you are not a person from whom we are required to obtain tax information.

## 10. Policies and Pricing

Customers who buy products through this Program will be deemed to be our customers. Accordingly, all of our rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. We may change our policies and operating procedures at any time.

For example, we will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies. Product prices and availability may vary from time to time.

#### 11. Identifying Yourself as an Affiliate

You may not issue any press release with respect to this Agreement or your participation in the Program; such action may result in your termination from the Program. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement (including by expressing or implying that we support, sponsor, endorse, or contribute money to any charity or other cause).

#### 12. Responsibility for Your Site

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible for:

- the technical operation of your site and all related equipment
- creating and posting Product descriptions on your site and linking those descriptions to the egrabber.com Site catalog
- the accuracy and appropriateness of materials posted on your site (including, among other things, all Product-related materials)
- ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights)
- ensuring that materials posted on your site are not libelous or otherwise illegal
- ensuring that your site accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers

We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site.

#### 13. Compliance with Laws

As a condition to your participation in the Program, you agree that while you are a Program participant you will comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority that has jurisdiction over you, whether those laws, etc. are now in effect or later come into effect during the time you are a Program participant. Without limiting the foregoing obligation, you agree that as a condition of your participation in the Program you will comply with all applicable laws (federal, state or otherwise) that govern marketing email, including without limitation, the CAN-SPAM Act of 2003 and all other anti-spam laws.

#### 14. Term of the Agreement

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to the egrabber.com Site, and all of our trademarks, trade dress, and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program. You are eligible to earn referral fees only on sales of Products that occur during the term, and referral fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

#### 15. Modification

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on the egrabber.com Site. Modifications may include, for example, changes in the scope of available referral fees, referral fee schedules, payment procedures, and Program rules. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON THE egrabber.com SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

#### 16. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

#### 17. Limitation of Liability

We will not be liable for indirect, special or accidental damages (loss of revenue, profits, commissions) due to affiliate tracking failures, loss of database files, and any results of "intents of harm" to the program or our website, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement.

#### 18. Disclaimers

We do not make any expressed or implied warranties with respect to the affiliate program and/or products sold at this site (including, without limitation, warranties of fitness, merchantability, non infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). We make no claim that the operation of the affiliate program and our website will be error-free and we will not be liable for any interruptions or errors.

#### 19. Independent Investigation

BY FILLING OUT THE SIGN UP FORM YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

#### 20. Arbitration

Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or your relationship with us or any of our affiliates shall be submitted to confidential arbitration in, San Jose California except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the state of, California (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

#### 21. Miscellaneous

This Agreement will be governed by the laws of the United States and the state of, California, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

#### Contact Us

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